



*First American  
Title Insurance Company*

***First American Title Insurance Company***

**Authorized Signatory**

F.A. Form 55.1 (Revised 3/1/99)

Successor Insured and Fairway Endorsement

620



**F.A. FORM 56 REVERSE MORTGAGE**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company agrees with the Insured that advances made subsequent to Date of Policy pursuant to the terms of the insured mortgage or the loan agreement and/or note which are secured by the insured mortgage, shall be included within the coverage of the policy, not to exceed the face amount thereof, provided the vestee named in Schedule A is the owner of the estate or interest covered by the policy at the date any such advance is made and subject to the limitations hereinafter set forth.

The Company insures the insured against loss or damage sustained or incurred by reason of:

1. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as security for the principal balance of the loan, including any unpaid interest which was added to principal in accordance with the provisions of the insured mortgage, interest on interest, or interest as changed in accordance with the provisions of the insured mortgage, which invalidity, unenforceability or loss of priority is caused by (a) changes in the rate of interest; (b) interest on interest; or (c) increases in the unpaid principal balance of the loan resulting from the addition of unpaid interest.
2. The failure of advances made subsequent to Date of Policy pursuant to the terms of the insured mortgage or the loan agreement and/or note which are secured by the insured mortgage to have the same priority over liens, encumbrances and other matters disclosed by the public records as advances secured by the insured mortgage at Date of Policy, except for the following matters, if any, created or coming into existence subsequent to Date of Policy:
  - a. Federal tax liens.
  - b. Liens, encumbrances or other matters, the existence of which are actually known to the insured prior to date of such advances, if the advance is made subsequent to the occurrence of a default (of which the insured has actual knowledge, but which has not either been cured by the vestee or waived by the insured) under the terms of the insured mortgage and/or note or loan agreement secured by the insured mortgage;
  - c. Bankruptcies affecting the estate or interest of the vestee prior to date of such advances;
  - d. Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or
  - e. Environmental protection liens.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit



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protection or truth-in-lending law.

If this endorsement is attached to a former ALTA Loan Policy - 1970, then the reference hereinafter referred to as Section 8(d) shall be deemed to refer to Paragraph 8(b).

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is subject to neither Section 3(d) of the Exclusions From Coverage nor Section 8(d) of the Conditions and Stipulations. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

[Witness clause optional]

Date: \_\_\_\_\_

*First American Title Insurance Company*

**Authorized Signatory**

F.A. Form 56 (Rev. 3/99)

Reverse Mortgage Endorsement

622



*First American  
Title Insurance Company*

**F.A. FORM 57 USURY I**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the insured against loss or damage including attorneys' fees and costs of litigation which the insured shall sustain by reason of the entry of any court order or judgment which constitutes a final determination and adjudges:

That the lien of the mortgage referred to in Schedule A is invalid or unenforceable as to the principal and interest due on the note or notes secured thereby, said interest being computed in accordance with the provisions of such mortgage, on the grounds that the loan evidenced by the note or notes secured thereby is usurious under the laws of the State of \_\_\_\_\_.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

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F.A. Form 57

Usury Endorsement I

623



**First American  
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**F.A. FORM 57.1 USURY II**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the insured against loss or damage including attorneys' fees and costs of litigation which the insured shall sustain by reason of the entry of any court order or judgment which constitutes a final determination and adjudges

- a. That the lien of the mortgage referred to in Schedule A is invalid or unenforceable as to the principal and interest due on the note or notes secured thereby, said interest being computed in accordance with the provisions of such mortgage, on the ground that the loan evidenced by the note or notes secured thereby is usurious under the laws of the State of \_\_\_\_\_;
- b. That any part of the principal and interest, said interest having been computed in accordance with the provisions of such mortgage and the note or notes secured thereby, which has been paid to the insured cannot be collected, must be repaid or that a penalty for usury must be paid to the person claiming the same on the ground that the amount of interest so paid violated the usury laws of the State of \_\_\_\_\_.

The insurance against usury risks afforded by this endorsement and its effect on the title insurance under the policy to which it is attached, shall survive the satisfaction of the mortgage or trust deed, the lien of which is thus insured.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

F.A. Form 57.1

Usury Endorsement II

624



*First American  
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**F.A. FORM 58 DOING BUSINESS - LENDER**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the Insured against loss or damage which the Insured shall sustain by reason of the entry of any court order or judgment which constitutes a final determination and denies the right to enforce the lien of the mortgage referred to in Schedule A on the ground that making the loan secured thereby constituted violation of the "doing business" laws of the State of \_\_\_\_\_

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date: \_\_\_\_\_**

***First American Title Insurance Company***

**Authorized Signatory**

F.A. Form 58

Doing Business - Lender

625



*First American  
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**F.A. FORM 59 ANTI-TAINT**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company insures the Insured that the priority of the lien of that portion of the insured Mortgage which secures the amount advanced as the Term Loan under the Loan Agreement, dated \_\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_ (the "Loan Agreement") will not be affected by reductions and subsequent increases of the outstanding principal sums payable as the Revolving Credit Loan (as defined in the Loan Agreement).

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

F.A. Form 59

Anti-Taint

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*First American  
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**F.A. FORM 60 RECHARACTERIZATION - LENDER ONLY**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company hereby insures against loss or damage that may be sustained by the Insured by reason of a final decree of a court of competent jurisdiction holding that the insured mortgage is invalid and/or unenforceable in whole or in part as a result of a finding that the relationship that exists between the Insured and \_\_\_\_\_ (Insert name of borrower/mortgagor) \_\_\_\_\_ as evidenced by the Loan Agreement dated as of \_\_\_\_\_, and the promissory note identified therein, is that of partners or joint venturers rather than that of a lender and a borrower.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date: \_\_\_\_\_**

***First American Title Insurance Company***

**Authorized Signatory**

F.A. Form 60

Recharacterization - Lender Only

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*First American  
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**F.A. FORM 61 CONSTRUCTION LOAN PENDING DISBURSEMENT**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

**CONSTRUCTION LOAN PENDING DISBURSEMENT ENDORSEMENT**

Paragraph 7 of the Insuring Provisions set forth on the face of this policy is hereby replaced by the following:

7. Any statutory lien for labor or material, except to the extent that such lien is attributable to retainage held by the insured, which now has gained or hereafter may gain priority over the lien of the insured mortgage and which arises from labor performed or material furnished prior to \_\_\_\_\_.

**PENDING DISBURSEMENT CLAUSE**

Notwithstanding the Amount of Insurance in Schedule A, the Amount of Insurance at Date of Policy is limited to \$ \_\_\_\_\_, being the aggregate of the mortgage proceeds actually disbursed at Date of Policy under the mortgage set forth in Paragraph \_\_\_\_\_ of Schedule A of this policy, and this Amount of Insurance may only be increased by a Disbursement Endorsement which:

1. Extends the Date of Policy.
2. Increases the Amount of Insurance to the aggregate of the mortgage proceeds actually disbursed at the date of the endorsement.
3. Extends the date of coverage against loss or damage by reason of statutory liens for labor or material.
4. Amends Schedule B to disclose exceptions first appearing of public record or, if not of public record first known to the Company and occurring after date of policy, as same may have been last extended. The Disbursement Endorsement shall, however, insure the insured against loss or damage arising from any recorded statutory lien for labor or material to the extent that the lien arises from labor performed or material furnished prior to a date through which the insurance has been provided by this policy as previously endorsed.

This policy does not insure completion of improvements, their compliance with plans and specifications, or the sufficiency of the mortgage proceeds or funds from any other source as adequate to complete any improvements now or hereafter to be located on the land.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Date:** \_\_\_\_\_

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**Authorized Signatory**

F.A. Form 61

Construction Loan Pending Disbursement

ALTA Loan Policy

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*First American  
Title Insurance Company*

**F.A. FORM 61.1 CONSTRUCTION LOAN DISBURSEMENT**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

**CONSTRUCTION LOAN DISBURSEMENT ENDORSEMENT**

The Date of Policy is amended to \_\_\_\_\_.

Previous Amount of Insurance \$ \_\_\_\_\_.

Increase in Amount of Insurance \$ \_\_\_\_\_.

The Amount of Insurance is amended to \$ \_\_\_\_\_.

The date of coverage in Paragraph 7 of the insuring provisions of this policy, as contained in the Construction Loan Pending Disbursement Endorsement attached to the policy, is amended to \_\_\_\_\_.

Schedule B is amended as follows:

(Insert intervening matters)

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsement, nor does it extend the effective date of the policy and any prior endorsement, nor does it increase the face amount thereof.

Dated:

Date: \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

F.A. Form 61.1

Construction Loan Disbursement

ALTA Loan Policy

630



*First American  
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**F.A. FORM 61.2 CONST. LOAN-REINSTATEMENT OF PAR. 7**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

**CONSTRUCTION LOAN ENDORSEMENT TO REINSTATE PARAGRAPH 7 TO POLICY**

Paragraph 7 of the insuring provisions set forth on the Construction Loan Pending Disbursement Endorsement attached to this Policy is hereby replaced by the provisions in Paragraph 7 set forth on the face of this Policy.

The Date of Policy is amended to \_\_\_\_\_, 19\_\_\_\_.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: \_\_\_\_\_

Date: \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

F.A. Form 61.2 (11-15-95)

Construction Loan-Reinstatement of Paragraph 7

ALTA Loan Policy

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*First American  
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**F.A. FORM 61.3 PENDING IMPROVEMENTS - OWNER**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

Notwithstanding the Amount of Insurance set forth on Schedule A of the policy, the liability under the policy at date hereof is limited to \$\_\_\_\_\_. Liability hereunder shall increase to the Amount of Insurance set forth in Schedule A as contemplated improvements are made.

The amount of insurance available for payment of any loss insured against by this policy shall include the above stated sum, plus the amount expended by or on behalf of the insured for additional improvements located upon the land at the time the loss occurs, not to exceed the Amount of Insurance set forth in Schedule A. Any such expenditures made for such additional improvements subsequent to the date of policy shall be deemed made as of the date of policy.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements. This endorsement does not increase the face amount of the policy.

**Date: \_\_\_\_\_**

***First American Title Insurance Company***

**Authorized Signatory**

F.A. Form 61.3 (11-15-95)

Pending Improvements Endorsement

6352



*First American  
Title Insurance Company*

F.A. FORM 62 PENDING DISBURSEMENT - 122

**ENDORSEMENT**

Attached to Policy No. \_\_\_\_\_

Issued By

*First American Title Insurance Company*

Pending disbursement of the full proceeds of the loan secured by the insured mortgage and notwithstanding the Amount of Insurance shown in Schedule A and any terms and provisions of the policy to the contrary, the Amount of Insurance given by this policy is limited to an amount equal to the amount actually disbursed under the insured mortgage at Date of Policy. No disbursements made subsequent to Date of Policy shall be insured by this policy unless made with the written approval of the Company. The Company's approval of each disbursement shall be in the form of a CLTA Form 122 Endorsement which when issued shall insure the disbursement as a valid and enforceable lien prior to any liens, encumbrances or other matters, except those listed in the endorsement, if any, and those shown as exceptions in Schedule B of the policy.

The policy does not guarantee completion of the improvements in progress, or their compliance with plans and specifications. The Company in no way guarantees the sufficiency of the mortgage proceeds as adequate to complete said improvements.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Date: \_\_\_\_\_

*First American Title Insurance Company*

**Authorized Signatory**

F.A. Form 62

Pending Disbursement - 122

ALTA Loan Policy

6333



*First American  
Title Insurance Company*

**F.A. FORM 63 MOD. OF MORTGAGE - CRED. RIGHTS EXCL.**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company insures the Insured against loss or damage sustained or incurred by the Insured by reason of the Mortgage referred to in Schedule A or the obligation secured thereby not having been modified by agreement executed by agreement dated \_\_\_\_\_, executed \_\_\_\_\_ by \_\_\_\_\_ and recorded \_\_\_\_\_, or the failure of the insured mortgage to be prior to any liens or encumbrances affecting the estate or interest referred to in Schedule A, other than those shown Schedule B as prior to the insured mortgage, except:

Loss shall not include loss sustained or incurred by reason of claims, which arise out of the modification of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that are based on:

1. the modification being deemed a fraudulent conveyance or fraudulent transfer; or
2. the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
3. the modification being deemed a preferential transfer, except where the preferential transfer results from the failure:
  - a. to timely record the instrument of transfer; or
  - b. of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

**Date: \_\_\_\_\_**

***First American Title Insurance Company***

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